



# Commonwealth of Kentucky

## MASTER AGREEMENT

### IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

<b>Doc Description:</b> Janitorial Services & Grounds Maint Laurel Co Truck Haven			
<b>Doc ID No:</b> MA 605 1100000464 3		<b>Proc Folder:</b> 1901722	
<b>Procurement Type:</b> Standard Services			
<b>Effective Date:</b> 2010-10-01	<b>Expiration Date:</b> 2012-09-30	<b>Not To Exceed Amount</b>	
<b>Administered By:</b> DARRELL BURKS		<b>Cited Authority:</b> FAP111-35-00-S	
<b>Telephone:</b> 502-564-4556		<b>Issued By:</b> Laura Stephens	

**Reason For Modification:** To revise terms and conditions inspections and penalties.

V E N D O R	WALTER A SMITH ENTERPRISES		
	111 EVERITT ST		
	LUFKIN	TX	75901
	US		

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Custodial Service	0	0.00	DAY	416.75000	0.00	0.00

#### Extended Description

Contractor shall provide labor, equipment, materials, and supplies to perform custodial and other grounds maintenance at the Interstate Truck Haven facilities on I-75 in Laurel County in District Eleven for the Kentucky Transportation Cabinet Department of Highways.

See attached document for Terms and Conditions.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
2	Supplemental Temporary Staffing	0	0.00	MNHR	10.00000	0.00	0.00

#### Extended Description

##### Supplemental Temporary Staffing

Vendor shall provide additional temporary staffing upon request of the Department. Temporary labor staffing shall be provided to fulfill the demands and needs of the Welcome Center and Rest Area facilities due to increased travel resulting from holidays, local events, and seasonal travel patterns. The Department shall provide Vendor a Delivery Order indicating the number of temporary staff individuals, gender, work shifts, and the beginning and ending dates and times. Vendor shall invoice the Department for the additional labor man-hours as a separate item on the regular monthly invoice. The Department does not guarantee any quantity of supplemental man-hours of labor, only those as requested by the Department. Any and all additional staffing above the minimum staffing level as determined in this Master Agreement must be approved by the District Rest Area Coordinator or a designee of the Chief District Engineer.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
3	Mowing and Trimming	0	0.00	EA	50.00000	0.00	0.00

#### Extended Description

Mowing and trimming will consist of, but not be limited to mowing of grass to specified standards, trimming of grass along sidewalks, parking areas, and from around trees, light poles, fence posts, and other obstacles located within the Truck Rest Haven grounds. Mowing is estimated at twenty five (25) mowing cycles per season. This number may vary up or down depending on weather conditions. (See attached Terms and Conditions for additional information) The mowable area is two

Extended Description

and ninety-four hundredths (2.94) acres.

VENDOR GUARANTEES TO BEGIN MOWING WITHIN ONE (1) CALENDAR DAYS OF NOTIFICATION.

Total Order Amount:	0.00
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## Section 1—Specifications - [Service](#)

### 1.00—Service Requirements

#### Section I

#### Performance Specifications

This Solicitation is for custodial and other grounds maintenance to be performed at the Interstate Truck Rest Haven facilities on Northbound and Southbound I-75 in Laurel County at mile-point 32.5 in District Eleven for the Transportation Cabinet Department of Highways.

The anticipated start date of the contract is **October 1, 2010**. The successful bidder shall be prepared to begin services on that date.

The successful bidder shall be responsible for the daily maintenance of the Interstate Rest Area facilities to provide adequate levels of Custodial and Grounds Maintenance to assure that these facilities are maintained in a safe, clean, sanitary, and an attractive manner as described in these Terms and Conditions.

Custodial and other grounds maintenance shall consist of but not be limited to, the cleaning of the Rest Area Building(s), painting of designated areas, including the Pickup and Removal of Litter and Debris, Cleaning of Picnic Tables and Pads, Cleaning and Weeding of Shrub Bed Areas; Sweeping of Parking Areas and Sidewalks, Removal of Snow and Ice from Sidewalks, Removal of Leaves from Designated Areas, and the Collection and Disposal of Trash. Vendor shall perform any and all other custodial duties as deemed necessary by the Department.

The frequencies of cleaning and maintaining the Rest Area Facilities and Grounds are for the normal usage of the Rest Area. The terms "as needed" or "as necessary" are for unusual circumstances, such as heavy usage or peak demand and may require frequencies of cleaning and painting that are additional to the normal in order to provide Rest Area facilities that are safe, attractive, clean, and sanitary at all times.

The successful bidder shall furnish all labor, equipment, tools, and materials necessary to maintain the Rest Area facilities in a proper manner. The Kentucky Transportation Cabinet, Division of Maintenance shall approve all equipment and materials prior to their use.

**The successful bidder shall also furnish and maintain all sharps containers, blood borne pathogen kits, and safety first aid kits. Employees of the Department of Highways Division of Employee Safety and Health will perform routine inspections of the rest area facilities to assure that these safety items are in compliance with OSHA standards. Any non-compliance will be reported to the District Rest Area Coordinator or his representative. Failure to meet minimum compliance standards shall result in an assessment of 10% of the daily contracted rate in liquidated damages per each occurrence.**

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The Contractor will replace in like kind all equipment, materials, and fixtures damaged by the Contractor or his employees during the performance of services, including shrubs, trees, and flowers that may have been damaged through negligence of the Contractor or his employees.

The Contractor will not alter the interior decor of nor add any seasonal or other decoration to the Truck Rest Haven Buildings without prior approval from the Department. The Contractor will not place any permanent fixtures onto nor drill any holes in the walls of the Rest Area Building without prior approval of the Department.

#### **Custodial Maintenance - Rest Rooms and Vending Areas:**

The restrooms will be open at all times with the exception of those time periods during the twenty-four-hour day when major cleaning will be performed. When restrooms are temporarily closed for cleaning, a sign will be placed at each entry point advising the public that the restrooms are being cleaned. The amount of time that is necessary to keep the restrooms closed to perform cleaning activities can be reduced by having both men and women attendants on duty.

The Storage Areas located in the rear of the Rest Room sections of the buildings are provided for the storage of supplies, materials, and equipment to be used in the cleaning and maintenance of the Truck Rest Haven Facilities.

The Contractor will provide the proper maintenance of the entire physical plant within the Rest Area Facilities including the minor repair of all mechanical and structural items unless otherwise noted. The Department will make repairs that are needed that are not deemed to be minor.

The Contractor will adhere to the following guidelines for specific maintenance activities for the Custodial Maintenance of the Truck Rest Haven Buildings:

#### **A) Breezeway and Sidewalks Around the Buildings:**

1. Sweep the breezeway and the sidewalks around the buildings one time during each shift.
2. Remove chewing gum and other substances from the breezeway and the sidewalks around the buildings as needed.
3. Clean the benches one time during each shift and as needed.
4. Polish the outside drinking fountains one time during each shift using a nonabrasive cleaner.
5. Empty and clean the ashtrays one time during each shift and as needed.
6. Clean the telephones one time during each shift.
7. Clean the frames of entrance doors, inside and out, one time during each shift; clean the threshold and remove the scuff marks from the bottom of the doors; sweep out the door grills,

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and wet wipe as needed.

8. Clean the plate glass windows and the frames, inside and out, one time during each day; spot clean for fingerprints as needed.

#### **B) Restrooms:**

1. Clean the lavatories, commodes, and urinals two times during each day and as necessary; clean commodes and urinals with a bowl cleaner, taking care not to spill the bowl cleaner on the floor tile; disinfect and dry the commodes in a thorough manner, including both sides of the commode seat; clean the porcelain base of the commodes in a thorough manner down to the floor; clean the splash marks on the walls at the lavatories one time during each day.
2. Clean the stall partitions one time during each day; spot clean the stall partitions as needed and remove all graffiti as it occurs; clean the bottom area of the stall partitions near the floor in a thorough manner; clean splash marks that result from mopping from the stall partitions as soon as they occur; dust the tops of the stall partitions one time during each day and as needed.
3. Clean the mirrors one time during each day and as needed.
4. Polish the hand dryers, plumbing fixtures, and metal fittings one time during each day and as needed; dust the hand dryers one time during each day to keep air vents open.
5. Mop the floors one time during each day and as needed with an acceptable cleaner; then squeegee or mop the floors to a dry condition.
6. Wash the walls from the ceiling to the floor one time during each week and as needed using a disinfectant cleaner; remove graffiti as it occurs; clean the ceilings and the painted surfaces one time during each week and as needed; remove the dust from the grills and the air vents in a thorough manner.
7. Dust and wipe the heater vents one time during each day.
8. Empty all sanitary napkin receptacles and trash receptacles as needed; place the contents in plastic bags, tied in a secure manner, and store in a designated area for disposal by the Department; apply an approved disinfectant to each sanitary napkin and trash receptacle after each cleaning.
9. Report all malfunctions of the mechanical systems or the electrical systems to the District Rest Area Coordinator in the Department of Highways District Office.

#### **C) Storage Areas:**

1. Maintain the storage areas in a manner that is clean, neat, and orderly; lock and secure the storage areas at all times, with the exception of those times when it is occupied by personnel of either the Contractor or the Department. The Department will provide one set of keys to the authorized personnel of the Contractor. Provide any additional keys that are needed and replace any keys that have become lost.

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2. Store flammable liquids and gasoline powered lawn maintenance equipment in the outside storage buildings.
3. Do not allow television sets to be placed in the storage areas or on the premises of the Truck Rest Havens.
4. Do not allow personnel of the Contractor who are off duty to loiter in or around the storage areas or within the boundaries of the Truck Rest Havens.
5. Do not allow pets or other animals in the storage areas.
6. Provide a private telephone line into each Truck Rest Haven Building storage area and pay for all telephone charges on a monthly basis.
7. Be responsible for any damage or loss from any cause to the tools, equipment, or materials that are the property of the Contractor, or for the damage or loss of the personal property of the employees of the Contractor.

#### **D) Vending Areas:**

1. Clean the benches and tables thoroughly one time during each shift and as needed.
2. Mop the floors one time during each day and as needed with an acceptable cleaner; then squeegee or mop the floors to a dry condition.
3. Wash the walls from the ceiling to the floor one time during each week and as needed using a disinfectant cleaner; remove graffiti as it occurs; clean the ceilings and the painted surfaces one time during each week and as needed; remove the dust from the grills and the air vents in a thorough manner.
4. Dust and wipe the heater vents one time during each day.
5. Empty all trash receptacles as needed; place the contents in plastic bags, tied in a secure manner, and store in a designated area for disposal by the Department; apply an approved disinfectant to each trash receptacle after each cleaning.
6. Report all malfunctions of the mechanical systems or the electrical systems to the District Rest Area Coordinator in the Department of Highways District Office.

#### **E) Mechanical and Structural Repairs:**

1. Make all minor repairs that can be performed with minimum skill levels and supply the parts necessary to make the repairs, including but not limited to, supplying and replacing light bulbs (CFL), with the exception of parking area lighting, fixing leaking faucets, making minor adjustments to doors, and supplying and repairing soap dispensers.
2. Replace or repair all items that have failed as soon as possible and, as a maximum, within

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twenty-four (24) hours of the failure; replace failed items with the same brand or an equal brand to that of the original item. Failure to meet these requirements will result in a reduction of compensation as described in the section on Inspection.

3. Repair any equipment that has been damaged because of lightning or other acts of nature that could not have been prepared for or prevented. Obtain written approval from the District Rest Area Coordinator before making any repairs that exceed \$25.00 in cost. Request the written approval to make the repairs as soon as the damage is noted and make the necessary repairs within three (3) days after receiving the written approval. The Department will reimburse the Contractor for the repair of any damaged equipment with the reimbursement cost based on the actual invoice cost of the replacement parts plus the cost for the contract labor. The Department is the final authority in regard to settling any dispute that may arise concerning areas of responsibility. The Department also reserves the right to make repairs to damaged equipment at its discretion.

4. Utilize and implement a checklist of steps provided by the District Rest Area Coordinator to prepare for the threat of freezing temperatures. Prepare for and repair any damages that could have been prevented which occurred as a result of freezing temperatures. Failure to take the precautionary steps that result in damages because of freezing temperatures will be the responsibility of the Contractor to repair at his cost.

5. Wash, or supply and replace all air conditioner filters, a minimum of one time during each week, and as necessary. Use disposable filters if desired.

6. Notify the District Rest Area Coordinator as soon as possible if a condition arises that requires the closing of the Truck Rest Havens to the traveling public, regardless of the time of day or night or day of the week. Also, notify the District Rest Area Coordinator as soon as possible if repairs or replacement parts are needed.

### **Mowing and Trimming:**

The mowing and trimming of will consist of, but not be limited to, mowing of grass to specified standards; trimming of grass along sidewalks, parking areas, and from around trees, light poles, fence posts, and other obstacles located within the Truck Rest Haven grounds. For typical climatic conditions, twenty-five (25)-mowing cycles will be normal for these areas. In the event climatic conditions exist that either limits the growth of vegetation or enhance the growth of vegetation, the District Rest Area Coordinator will have the authority to either reduce the number of mowing cycles or increase the number of mowing cycles. Furnish all equipment, materials, tools and accessories necessary to perform this item. Adhere to the following guidelines for Mowing and Trimming:

1. Mow the lawn areas as needed when a maximum of one-third of the height of growth of the vegetation will be removed by the mowing operation. Maintain the height of growth of the vegetation between a minimum height of three (3) inches and a maximum height of four (4) inches.

2. Perform trimming and edging activities within a maximum of two (2) days of the completion of the mowing operation.

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3. Sweep sidewalks and parking areas after the completion of the mowing, as needed.

#### **Other Maintenance of Grounds and Parking Areas:**

Other maintenance of grounds and parking areas will consist of, but not be limited to, the pickup and removal of litter and debris from the grounds, parking areas, and shrub bed areas; emptying trash containers; cleaning sidewalks; weeding shrub bed areas; raking leaves; removing snow and ice from sidewalks and entrance ways. The Contractor will furnish all equipment, materials, tools and accessories necessary to perform this item.

The Contractor will adhere to the following guidelines for Other Maintenance of Grounds and Parking Areas:

1. Remove litter, trash, paper, and debris from the lawn areas, sidewalks, shrub beds, parking areas, driveways, and any other areas within the designated limits of the Truck Rest Haven facilities on a daily basis and as needed.
2. Empty trash receptacles on a daily basis when the plastic liner is two-thirds full and as needed. Place the full plastic liner bags in a designated area for removal by the Department.
3. Treat spills of vehicular fluids (i.e., oil, diesel fuel, or antifreeze) with an absorbent material approved by the Department. Sweep up the material when the absorbent material has dried and place the sweepings in a trash receptacle.
4. Cordon off areas where a spill(s) of an unknown material has occurred with cones, tape, ribbon, or other deterrent to keep pedestrians and vehicular traffic away from the spill area. Follow instructions provided by the Department, which include the phone numbers of the proper authorities to be contacted for the cleanup of spills and for the proper procedures to follow in the event a spill occurs.

DO NOT, under any circumstances, make any attempt to clean up any spill(s) of an unknown origin.

5. Remove snow and ice from the sidewalks during winter months as soon as slick or dangerous conditions occur; keep sidewalks clear on a continuous basis during the storm; utilize deicing materials provided by the Department. **Failure to meet minimum compliance standards shall result in an assessment of 10% of the daily contracted rate in liquidated damages per each occurrence.**

6. Clean sidewalks, curb lines, and parking areas on a daily basis and as needed. Perform this work with the use of vacuum type sweepers in areas that are accessible to the equipment, if desired.

7. Rake leaves as needed from designated turf areas, parking areas, curb lines, and flower beds and planters; place them into plastic bags; and place the plastic bags in a designated area for removal by the Department.



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8. Weed flowerbeds and planter areas on a biweekly basis or as needed.

9. Fly flags provided by the Department in a correct and accepted manner.

**Additional Terms and Conditions:**

**A) Location:** The Truck Rest Haven facilities are located on Northbound and Southbound I-75 in Laurel County at mile-point 32.50.

**B) Truck Rest Haven buildings:** Each building has an outside dimension of twenty-nine (29) feet and nine (9) inches by fifty-six (56) feet and four (4) inches and is described as follows:

**Breezeway Area and Sidewalks:** The breezeway of the Truck Rest Haven buildings has a dimension of twenty-nine (29) feet and nine (9) inches by twelve (12) feet and two (2) inches, and is comprised of a concrete floor that has two 2-inch drains, a brick wall, and a ceiling with ten (10) recessed lights.

There are also four (4) wall mounted stainless steel drinking fountains on the outside walls of the building, four (4) electric outlets in the walls, four (4) light switches mounted in the walls, and concrete sidewalks surrounding the building.

**Restroom Area for Men:** The restroom areas for men are comprised of a painted floor; walls of painted block, and a ceiling of painted drywall. The hallway between the restroom areas for men and women is a concrete floor with two (2) three feet by six feet and eight inches aluminum doors at either end of the passageway and contains two (2) wall mounted stainless steel drinking fountains. The door entering the restroom area for men is a painted three feet by six feet and eight inches solid core door. The restroom areas for men each contain two (2) commodes separated with wall partitions of painted solid core steel panels with two (2) toilet paper dispensers mounted to the partition walls; two (2) urinals; two (2) lavatories; two (2) wall mounted mirrors; one (1) soap dispenser; two (2) wall mounted hand dryers; one (1) trash receptacle; one (1) floor drain.

**Restroom Area for Women:** The restroom areas for women are comprised of a quarry-tile floor; walls of painted block; and a ceiling of painted wonder board. The door entering the restroom for women is a painted three feet by six feet and eight inches solid core steel door. The restroom areas for women each contain one (1) commode surrounded by glazed block partitions with one (1) toilet tissue holder mounted to the partition wall and painted solid steel core door; one (1) lavatory; one (1) wall mounted mirrors; one (1) soap dispenser; one (1) wall mounted hand dryer; one (1) trash receptacles.

**Storage Area (Utility Room):** The Storage Area (Utility Room) consists of a concrete floor, painted block walls, and a painted wonder board ceiling; one (1) painted steel entrance/exit door; one (1) hot water heater; one (1) mop sink.

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**Vending Area:** The Vending Area consists of brick walls, a concrete floor with two 2-inch in diameter floor drains, a painted wonder board ceiling; six (6) three feet by six feet glass windows; two (2) three feet by six feet and eight inches solid core aluminum doors.

**C) Grounds and Parking Area:** The grounds and parking areas consist of six (6) waste containers; two (2) flagpoles; and fifty-two (52) truck parking spaces. The mowable area is two and ninety-four hundredths (2.94) acres.

## Section II

### Definition of Terms

**Clean** - Free from visible dirt, contamination or impurities, unsoiled, and unstained.

**District Rest Area Coordinator** - A district employee of the Kentucky Department of Highways designated to manage the contract on a daily basis by the Chief District Engineer.

**Fixtures** - Commodes, sinks, urinals, hand dryers, soap dispensers, water fountains, and any other appurtenances located within the rest area facilities.

**Grounds-** The designated areas exclusive of parking areas, driveways and ramps surrounding the rest area building(s) containing lawn type areas, shrub beds, sidewalks, picnic sites and tables.

**Major Cleaning-** Machine scrubbing of floors, hand scrubbing of walls, rinsing/ squeegeing /sanitizing / drying all surfaces

**Minor Electrical** - Basic replacement of light bulbs, fixture covers, switch plates and receptacle covers.

**Minor Plumbing** - Basic unclogging of drains or pipes, repair or replacement of washers in leaky faucets, and repair or replacement of soap dispensers.

**Neat** - Clean and in good order, trim, tidy, properly fit.

**Overhead** - Overhead shall consist of, but not be limited to, costs for administration, benefits, insurance, office supplies, or other items related to the management of this contract.

**Parking Areas** - Designated areas within the facility with a bituminous or concrete surface delineated for the parking of autos, trucks, or other highway vehicle, including driveways and entrance and exit ramps.

**Project Supervisor** - A local supervisory employee, provided by the Successful bidder, to be available for call twenty-four (24) hours a day.

**Repair** - To put back in good condition after decay or damage; to restore an existing item to a previous working condition.

**Replace** - To take the place of; to provide a substitute or an equivalent for an item gone, destroyed, damaged, or worn out.

**Rest Area Manager** - A district employee of the Kentucky Department of Highways designated by the

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Chief District Engineer to perform random inspections of the Successful bidder on a daily basis.

**Safe** - Free from damage or risk of injury.

**Sanitary** - Promoting healthful conditions by the elimination of dirt and agents of disease or infection through ventilation, cleansing, and disposal of waste.

**Truck Rest Haven Attendant** - An employee of the Contractor.

**Truck Rest Haven Building** - The structure containing a rest room for both men and women, a breezeway, a vending area, and a storage area.

**Truck Rest Haven Shift Supervisor** - An employee of the Contractor who supervises and is present and on duty during each shift at a Rest Area location(s).

**Vending Building** - The structure(s) provided for the dispensing of consumable goods to traveling motorists.

## Background Checks

All employees shall be at least 18 years of age. All employees of contractor shall have a criminal records check prior to beginning work on this contract. The contractor shall obtain the criminal records check from the Information Center, Kentucky State Police, and/or Administrative Office of the Courts. All contractor employees (including replacement or temporary) shall have a current criminal records check. For purposes of this contract, current shall mean less than thirty (30) days prior to employment. If a contract employee has resided in a state other than Kentucky within the past seven (7) years, a criminal records check shall also be required from that state. This information shall be provided to Kentucky Transportation Cabinet, Division of Purchases 4<sup>th</sup> Floor East, 200 Mero Street, Frankfort, KY 40622 and shall be on file prior to any work assignment. A consent release form is attached this document and shall be completed, notarized, and returned with the bid submission.

All employee criminal background checks shall be reviewed by the Kentucky Transportation Cabinet Legal Office. It is expressly understood and agreed, however, that an employee with any history of sexual misconduct, assault, theft, or felony shall be disqualified and removed from providing any service under this contract. In addition, an employee that has been dismissed for cause at any rest area location shall not be re-hired to work at another location. Failure to comply with the above provisions shall result in contract termination.

## Personnel Requirements

The Contractor will provide no less than one (1) attendant (male or female) to be present and on duty during the first shift serving both, Northbound and Southbound facilities, and one (1) male attendant for each of the facilities to be present and on duty during the second and third shifts at the Truck Rest Haven complex. One of the attendants on each shift will be designated as the Truck Rest Haven Shift Supervisor.

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The minimum staffing equates to one (1) attendant on the first shift, two (2) attendants for the second shift, and two (2) attendants for the third shift equating a minimum staffing of five (5) attendants for the Truck Rest Haven complex on a twenty-four (24) hour basis.

This staffing is necessary to maintain the buildings in a safe, sanitary, clean, and an attractive manner at all times seven (7) days a week, twenty-four (24) hours a day. The need for additional personnel will be determined by the vendor, but must be adequate to fulfill the daily obligations of the scheduled Rest Area custodial and grounds maintenance required. This combination of female and male attendants allows for a more efficient staff in that they have access to restrooms without closing them temporarily for light duty cleaning and replacement of materials.

The Department may require higher staffing levels during holidays or other peak demand times. The Contractor's charge for staffing levels above the minimum when required by the Department shall be paid at the price per man hour bid on line 2 of the Master Agreement.

**Staffing requirements, including any additional staff requested by the Department, shall be met with employees who are awake and working. A sleeping employee shall be considered non-productive and unavailable for work and therefore may lead to the assessment of a penalty as outlined below.**

In the event that the successful bidder does not meet the minimum staffing requirement and/or the requirement for additional staffing during peak times and holidays as directed by the Department, **the Department shall assess liquidated damages in the amount of 10% of the daily contract rate for each occurrence per shift, per day.** Each assessment of penalties shall be deducted from the compensation due the successful bidder.

Assist motorists with information only in a manner so as to reflect favorably on the Commonwealth of Kentucky and on the successful bidder providing the service. Instruct employees to be courteous to the public at all times.

The District Rest Area Coordinator will provide telephone numbers of gas stations, auto repair shops, AAA clubs, and other entities that provide for public services, which are local to the rest area facility, as well as emergency telephone numbers (police, hospitals, 911). These numbers shall be posted on the bulletin board. The shift supervisor shall make this information available to motorists needing assistance.

Provide a local Project Supervisor who will be available for calls on a twenty-four (24) hour per day basis. The Project Supervisor shall conduct weekly on-site inspections of the Rest Area.

Such inspections shall be documented using a Weekly Inspection Form provided by the District Rest Area Coordinator. A copy of all Weekly Inspection Forms shall be attached to the successful bidder's monthly invoice to the Department.

At the discretion of the Department, the successful bidder's representative and his supervisor shall tour the Rest Area Facilities with the Project Supervisor or his representative, the District Rest Area Coordinator or his representative, and the Rest Area Manager during a scheduled inspection to discuss problem areas and previous problems with any noncompliance.

Ensure that all shift supervisors are competent, careful and reliable, and that all employees have sufficient

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skill and experience to properly perform the work assigned them and to operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the specifications, or the District Rest Area Coordinator may take action as prescribed below.

When an employee of the Vendor conducts himself in an incompetent, intemperate, disorderly, or an insubordinate manner on the Rest Area premises, the District Rest Area Coordinator or Rest Area Manager may request the Project Supervisor to remove the disorderly employee from the work site within one hour of the request. If the employee refuses to vacate the Rest Area premises upon request, the Department shall, if deemed necessary, employ law enforcement officials for the employee's removal to insure the safest environment possible for all concerned parties and the general public. The employee shall not return to the Rest Area work site until a thorough investigation by the Department and/or the Vendor and a final disposition of the occurrence is achieved by mutual agreement of both the Vendor and the Department. Once the employee vacates the premises the Vendor shall immediately provide staffing to replace the employee.

The successful bidder shall protect, defend, indemnify and hold the Commonwealth, its agents, officials, and employees harmless from any and all claims, actions or suits arising from such removal, discharge or suspension of the successful bidder's employees.

The rest area buildings are "Smoke-free" facilities. As such, the successful bidder shall require employees to adhere to this policy at all times when inside the rest area building.

#### **Uniforms of Successful Bidder's Personnel**

The successful bidder shall provide uniforms, at no cost, to all employees on duty at each Rest Area to identify them as **Rest Area staff**. Uniforms for all employees shall match in color and style. Uniforms shall be approved by the Department and shall comply with the following general specifications:

Shirt/Blouse: Light blue, Dacron polyester/combed cotton, long or short sleeves

Trousers/Skirt: Dark blue, Dacron polyester/combed cotton

Jumpsuit: Dark blue, Dacron polyester/combed cotton (Optional Use)

Jacket: Dark blue, Dacron polyester/combed cotton

Cap: Dark blue, woven polyester, baseball type (optional use)

Belt: Black or brown

Shoes: Black or brown

**The successful bidder shall provide uniforms for all employees within thirty (30)-days of the effective date of the Master Agreement contract. The successful bidder shall also provide uniforms for all new employees who are hired after the initial thirty-day period within five (5) days of being hired.**

Vendor shall provide jumpsuits for any new employees until their official uniforms are received within the five (5) day period indicated in the preceding paragraph. In addition, jumpsuits shall also be provided by

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the Contractor for all temporary labor. All jumpsuits shall meet specifications as listed above. At no time following the initial thirty (30) days following the effective date of the Master Agreement shall any employee not be dressed in an approved official uniform or jumpsuit.

The successful bidder's employees shall be required to be in full uniform at all times while on duty. Employees shall report to work each day in clean and neat uniforms. Uniforms shall be kept as clean and neat as possible under the working conditions. Uniforms for all employees shall be identical and shall match in color and style. Employees shall keep shirts and blouses buttoned and tucked inside trousers or skirts. Employees shall display a patch or badge over the left shirt, blouse, or jacket pocket to identify an employee as a "Rest Area Employee" at all times while on duty. **Failure of an employee of the successful bidder to comply with the wearing of uniforms while on duty shall result in an immediate assessment of 5% of the daily contracted rate in liquidated damages per incident.**

Three or more incidences of the assessment of a penalty for failure of an employee to comply with these uniform requirements will result in the issuance of a Performance Evaluation Document by the Division of Purchases.

### **Orientation**

Upon the award of a Master Agreement and before work begins, the Central Office Division of Maintenance will conduct a training session with the successful bidder's supervisory personnel detailing policy and procedures to be adhered to by the successful bidder.

### **Contract Hours**

The successful bidder shall provide a Rest Area Shift Supervisor to be present and on duty at the Rest Area Facility at all times each day of the contract year. Work shifts shall be scheduled as follows at this facility:

***Shift 1 - 10:00 A.M. - 6:00 P.M.***

***Shift 2 - 6:00 P.M. - 2:00 A.M.***

***Shift 3 - 2:00 A.M. - 10:00 A.M.***

**The successful bidder shall provide a sheet in the rear storage area, which shall be designated for sign-in and sign-out of each employee for each shift. The successful bidder shall also provide a shift schedule for each employee that is available for review at any time by the Department.**

### **Inspections**

The District or Department may inspect the performance of the work by the successful bidder during each twenty-four (24) hour period each day of the week or as deemed necessary by the Department. A copy of the inspection report will be provided to the successful bidder's Shift Supervisor on duty at the time of the inspection. The Division will also conduct impromptu inspections at random times. **Inspections are subject to penalties per the current Rest Area Inspection Form.**

In the event of unsatisfactory work on a given day or days, **the Department may assess liquidated**

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**damages in accordance with the current Rest Area Inspection Form** depending upon the extent of the unsatisfactory performance, as determined by the Chief District Engineer or their representative.

**The successful bidder will be notified immediately of any unsatisfactory performances documented with assessed liquidated damages. An inspection score resulting in a 15% or greater penalty shall result in the vendor receiving a vendor complaint and/or show cause letter.** Three (3) or more incidences of the assessment of **liquidated damages** for unsatisfactory work will result in the issuance of a Performance Evaluation Document **and a vendor complaint letter** by the Division of Purchases.

The Department also reserves the right, in the event of an unforeseen emergency, to have the successful bidder perform additional work to restore the rest area to an acceptable standard of cleanliness and safety.

### **General Information**

The successful bidder shall be issued keys to the facility necessary to perform cleaning tasks and shall agree to pay a fee to the Transportation Cabinet to cover all expenses associated with re-keying the facility if the successful bidder or his representatives lose the keys or they are not accounted for. The successful bidder agrees to abide by and to require their employees to adhere to the Cabinet's "Key Control System" and conditions as outlined below:

The successful bidder or his representatives shall not make or knowingly permit to be made, nor otherwise obtain, procure or provide any unauthorized copy or facsimiles of said key(s).

The loss of any key(s) referred to under this section shall immediately be verbally reported to the proper authority of the facility/office and followed up by a detailed written report of the circumstances resulting in the loss.

The successful bidder or his representatives shall not permit any person the use of key(s) in their possession under any circumstance other than a bona fide emergency without the prior approval of the proper authority of the office.

The successful bidder shall agree to pay a fee of one hundred dollars (\$100.00) for each key issued to the successful bidder which cannot be returned or accounted for upon demand or upon termination of the contract. Keys duplicated by commercial locksmiths or by other means are not acceptable and such keys shall be considered as lost.

The successful bidder shall further agree that if loss of keys jeopardizes the security of the entire facility/office or a sensitive part of the facility/office, the successful bidder shall pay for the total cost of re-keying or re-coring for the entire facility/office or the particular area affected.

### **General Requirements**

The successful bidder shall be completely responsible for satisfactorily managing and performing custodial and other grounds maintenance services necessary to assure a clean orderly condition of the service locations.

The services performed under this contract shall be subject to inspection and approval by a representative of the Kentucky Transportation Cabinet, Department of Highways, District 11. A sample inspection form will be provided to the successful bidder during the initial walk through.

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The successful bidder shall provide a representative who shall be available in person or can be reached at a local telephone number during the operational hours of the Department of Highways, District 11 (7:30 a.m. to 4:30 p.m. Monday through Friday), except legal holidays for the purpose of service evaluation, complaints, scheduling of project work, and other activities as necessary. Failure to comply with this requirement will result in a request for the termination of the contract.

#### **Department's (Customer) Responsibilities: (DOH D-11)**

Customer will provide storage space for the successful bidder's equipment and supplies. The successful bidder shall supply their own lock (if required) to secure the storage space.

Customer will not provide telephone service. The successful bidder may arrange for a private outside business line at his or her own expense. Use of existing phones by contract personnel shall be strictly prohibited. Customer reserves the right to require the removal of any contract employee who disregards this prohibition.

Customer shall provide and maintain all fire extinguishers, and provide such light, water and electricity as are necessary to perform the services. Successful bidder will use these facilities sparingly.

The Department may find it necessary to temporarily close the entire facility for structural and infrastructural repairs. In many cases the length of time required for the closure is unknown. When necessary repairs result in the total closure of the rest area facilities involving a blockage of traffic at the entrance ramp, payment of the contract at the daily rate shall cease after a period of seven (7) days. The seven day time period shall begin upon written notification by District personnel to the Rest Area supervisor that the facility is being closed and the Contractor's employees are no longer required to report for work at the location. The contractor shall be provided written notice a minimum of seven (7) days prior to the re-opening of the facility.

#### **Agency Representatives:**

	<b>Primary Contact</b>	<b>Secondary Contact</b>
Name:	Roy Rice	Glen Harris
Title:	District Rest Area Coordinator	Rest Area Manager
Agency:	Department of Highways – District 11	Dept. of Highways- District 11
Office Phone:	606-598-2145	606-330-2100
Cell Phone:	606-813-2563	606-344-3021
Address:	100 Railroad Ave.	Laurel County Maintenance
City, State, Zip:	Manchester, KY 40962-0250	London, KY 40741
E-mail:	<a href="mailto:Roy.Rice@ky.gov">Roy.Rice@ky.gov</a>	

#### **Contractor's (Successful bidder) Responsibility:**

Successful bidder shall be held responsible for satisfactory work in accordance with the specifications and terms of the contract.

The successful bidder shall provide all cleaning supplies, chemicals, materials and equipment, paper, plastic products, bathroom supplies, and all other appropriate items required for providing acceptable service under this contract agreement and in accordance with the cleaning schedule attached hereto and made part hereof.



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Floor finish shall be non-staining, shall provide a high degree of slip protection and shall meet specifications of the Underwriters Laboratory. Disinfectant detergent cleaners shall be used for all normal cleaning purposes. Other cleaners shall not be harmful to the surfaces to which they are applied. Dust mop treatment materials that leave an oily residue shall not be used.

Upon contract award, successful bidder shall submit a list of all materials to be used in providing the cleaning service. Prior to the commencement of services under the contract, the successful bidder shall furnish the D-5 building manager or his/her authorized designee with material safety data sheets (MSDS) for all chemicals that shall be used at the sites. Customer shall approve or disapprove any product prior to its use. Failure to provide the material safety data sheets for each chemical used at the site shall result in the cancellation of the contract.

Successful bidder shall post in the service area:

1. Rules and regulations governing the successful bidder's employees while in the building;
2. A copy of the cleaning schedule herein provided;
3. Material safety data sheets for all chemicals used at each building. A copy of the material safety data sheets for all chemicals shall be submitted to the building manager for the service location prior to the chemical's use. The Customer has the right to approve or disapprove the use of any chemicals. Failure to provide these MSD sheets to the building manager or to post them in the service closets shall result in the cancellation of the contract.

Successful bidder shall be responsible for any breakage, damage or loss through carelessness.

Please refer to Inspections, for inspection specifications.

### Contractor Representatives

Each bidder shall indicate in the space provided the names of the persons (including phone number and address) responsible for the coordination of all performance issues under the contract.

	Primary Contact	Secondary Contact
Name:	Walter A Smith	Jerry Adams
Title:	President	General Manager
Agency:	Walter A Smith Enterprises Inc	Walter A Smith Enterprises Inc
Office Phone:	n/a	n/a
Cell Phone:	936-414-9767	936-414-9145
Fax:	936-639-5295	936-639-5295
Address:	111 Everitt Drive	2304 Hanks Street
City, State, Zip:	Lufkin, TX 75901	Lufkin, TX 75901
E-mail:	<a href="mailto:jerjuda@consolidated.net">jerjuda@consolidated.net</a>	<a href="mailto:jerjuda@consolidated.net">jerjuda@consolidated.net</a>

Sub-contractor(s)

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Any and all agents and/or sub-contractors the bidder intends to use in conjunction with this agreement shall be identified in advance with this submittal. Additional sub-contractor information may be requested and any and all agents and/or sub-contractors shall be approved by the Department prior to contract award.

None.

### **Insurance**

- A. The successful bidder shall keep in effect at all times Contractor's General Liability Insurance with limits of liability of \$1,000,000.00 per occurrence.
- B. The successful bidder shall furnish Vendor must submit an ACORD Certificate with the certificate holder listed as:  
  
Kentucky Transportation Cabinet  
Division of Purchases 4th Floor East  
200 Mero Street  
Frankfort, KY 40622
- C. The contract number for which the insurance is issued shall be stated clearly on each certificate. Failure to furnish said certificates or to indicate the contract number shall be grounds for cancellation of the contract. The Contractor shall provide an up-to-date copy of the certificate each year upon renewal.
- D. It shall be the successful bidder's responsibility to maintain this coverage at all times. Failure to do so shall result in cancellation of the contract.
- E. The successful bidder shall require the Insurer to provide a Certificate of Insurance that shall indicate the Commonwealth and its agents as a named insured for the contract resulting from this solicitation.
- F. The insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the agencies.
- G. The insurance coverage shall be in compliance with the laws of the Commonwealth of Kentucky and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky.

### **Workers' Compensation and Unemployment Insurance**

KRS 45A.480 requires the Contractor providing maintenance to State facilities to comply with the Commonwealth's requirements pertaining to Workers' Compensation Insurance (KRS Chapter 342) and Unemployment Insurance (KRS Chapter 341).

### **Section 2—Terms and Conditions of the Master Agreement**

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## **2.00—Scope of the Contract**

The KYTC Division of Purchases issues this Master Agreement for:

### **Janitorial Services – Laurel County Truck Haven**

## **2.01—Contract Components and Order of Precedence**

The Commonwealth's acceptance of the offer indicated by the issuance of an Award by the KYTC Division of Purchases shall create a valid Master Agreement consisting of the following:

1. The written Master Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. Any provisions of the Solicitation and all attachments thereto;
4. The Bidder's response to the Solicitation, and
5. The Kentucky Revised Statutes KRS 45A.

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Specifications; (b) other provisions of the Solicitation, whether incorporated by reference or otherwise; (c) Contract or Master Agreement Terms and Conditions; (d) FAP 110-10-00 – General Conditions and Instructions for Solicitations and Contracts.

## **2.02—Initial Contract Period**

The Master Agreement will be for the initial period effective October 1, 2010 and will expire on September 30, 2011.

## **2.03—Optional Renewal Period**

This Master Agreement may be extended at the completion of the initial contract period for 4 (four) additional one-year periods. This extension must have the written approval of the vendor and the KYTC Division of Purchases. The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

## **2.04—Divisions/Agencies to Be Served**

This contract shall be for use by the following Divisions/Agencies of the Kentucky Transportation Cabinet:

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## **Division of Maintenance and Highway District 11**

No shipments or services are authorized until an official Delivery Order has been fully processed by an authorized agency.

### **2.05—Quantity Basis of Contract**

This Master Agreement has no guarantee of any specific quantity, and the State is obligated only to buy that quantity which is needed by its agencies.

### **2.06—Exception to Required Use of Contract**

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to acquire large requirements through other competitive processes.

### **2.07—Basis of Price Revisions**

**PRICE ADJUSTMENTS:** Unless otherwise specified, the prices established by the Master Agreement shall be firm for the contract period subject to the following:

- A. **Price Increases:** A price increase will not be allowed during the first six (6) months of the contract. Only one price increase will be allowed during the contract period. The price increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The KYTC Division of Purchases may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the KYTC Division of Purchases. Notice of withdrawal must be provided a minimum of forty-five (45) days prior to the effective date.
- B. **Price Decreases:** The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the KYTC Division of Purchases with notice of any price decreases as soon as such decreases are available.
- C. **Extended Contract Periods:** If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required "A. Price Increases". One (1) additional price increase may be granted during the extended contract period. This price increase will not be allowed during the first six (6) months of the extended contract period and will be subject to the conditions in "A" above.

### **2.08—Addition or Deletion of Items or Services**

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The KYTC Division of Purchases reserves the right to add new and similar items, with the consent of the vendor, to the contract. If an addition is agreeable to both parties, the KYTC Division of Purchases will issue a Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

## **2.09—Changes and Modifications to the Contract**

During the period of the contract, a modification shall not be permitted in any of its conditions and specifications, unless the contractor receives electronic or written approval from the KYTC Division of Purchases. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the KYTC Division of Purchases for consideration and decision. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

## **2.10—Equipment**

All equipment must be new and current model(s). The Commonwealth recognizes the rapid advancement of technology. If the vendor can provide new equipment of advanced technology after the award of the contract, the Commonwealth and the bidder may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award contract.

## **2.11—Basis of Shipment**

All shipments shall be F.O.B. Destination to the receiving agency. The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency. The responsibility for filing freight claims lies with the vendor.

## **2.12—Notices**

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Master Agreement shall be in writing.

After the Award, all programmatic communications are to be made to the Agency Contact Person listed below with a copy to the Division of Purchases.

Darrell Burks  
Division of Maintenance  
Kentucky Transportation Cabinet  
Phone: 502-564-4556  
E-mail: [Darrell.Burks@ky.gov](mailto:Darrell.Burks@ky.gov)

With copy to:

Laura Stephens  
Division of Purchases

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Kentucky Transportation Cabinet  
Phone: 502-564-4630  
E-mail: [Laura.Stephens@ky.gov](mailto:Laura.Stephens@ky.gov)

After the Award, all communications of a contractual or legal nature are to be made to the KYTC Division of Purchases.

### **2.13—Deliveries**

Delivery at the earliest possible date is desired.

### **2.14—Inspection**

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

### **2.15—Invoices**

Invoices, if required, shall be prepared and transmitted to the agency receiving the goods or services. One copy shall be marked "original" unless otherwise specified. Each invoice shall contain at least the following information:

- a. Contract and order number;
- b. Item numbers;
- c. Description of supplies or services;
- d. Sizes;
- e. Quantities
- f. Unit prices; and
- g. Extended totals.

### **2.16—Payments**

A bill shall be paid within 30 working days of either the receipt of correct invoice, or receipt of goods or services in satisfactory condition. A penalty payment of one percent (1%) per month shall be added to the amount due the vendor for each full or partial month that the payment exceeds 30 working days. As an incentive for earlier payment, bidders for state contracts are encouraged to offer discounts for payments

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made in less than the prescribed 30 days.

## 2.17—Post Contract Agreements

The Master Agreement shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract. The Commonwealth shall not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of the contract. Any such documents so obtained will be non-binding on the State and be cause for breach of contract.

## 2.18—Subcontracts

The vendor shall notify the Commonwealth of any planned use of subcontractors in regards to the resulting contract. If the KYTC Division of Purchases is provided evidence of the vendor making such an arrangement without submitting the proper information prior to use of the subcontractor, the contract may be cancelled immediately.

This provision will not be taken as requiring the approval of contracts of employment between the vendor and their personnel.

All payments will be made directly to the contracted vendor. It is the vendor's responsibility to make payment to the subcontract. Payments shall not be made to the subcontractor by the Commonwealth. Subcontractors having nonpayment issues that could not be resolved with the Vendor should report in detail these incidents to the buyer of record for this solicitation.

The Vendor shall ensure that all contractors or subcontractors comply with all applicable Federal, State, and Local laws, regulation, mandates, and terms of this solicitation and resulting contract.

Additionally, the Vendor shall not contract with any contractor or subcontractor that utilizes the services of illegal immigrants. Attached is the required affidavit regarding contractor or subcontractor employees.

The vendor is responsible for supplying the subcontractor with a copy of any applicable prevailing wage rates and the terms and conditions of the solicitation.

## 2.19—Service Performance

All services performed under contract shall be in accordance with the terms and conditions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the

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performance of this Contract.

Deviations of services performed will not be made without the written approval of the KYTC Division of Purchases. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. If such problems and/or disagreements cannot be resolved they should be referred to the KYTC Division of Purchases for mediation.

#### **2.20—Assignment**

The vendor shall not assign this Master Agreement in whole or in part to another vendor at any time during the initial or optional renewal terms of the contract, without the consent, guidance and approval of the Commonwealth. Any assignment hereunder entered into, subsequent to the execution of the contract with the prime vendor, must be annotated and approved by the Commonwealth. Any purported assignment without this consent shall be null and void.

#### **2.21—Termination of Contracts**

A contract may be terminated for default by the vendor, for the convenience of the Commonwealth, or for lack of appropriation in accordance with 200 KAR 5:312.

#### **2.22— Endorsements**

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

#### **2.23—EEO ACT**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act, if applicable.

1. Failure to comply with the Act may result in non-award, withdrawal of award, cessation of contract payments, etc.
2. Vendors/Contractors must submit the following documents in accordance with the requirements of the solicitation—EEO-1: Employer Information Report, Affidavit of Intent to Comply and Subcontractor Report or a copy of the Kentucky EEO Approval Letter issued by the Finance and Administration Cabinet, Office of EEO and Contract Compliance.
3. Vendors/Contractors may obtain copies of the required EEO documents from the Finance and Administration Cabinet's e-Procurement Web page under Standard Attachments and General Terms at the following address: <http://eprocurement.ky.gov/attachments.htm>.



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4. Vendors/Contractors must advise each subcontractor/subvendor—with a subcontract of more than \$500,000—of the subcontractor's obligation to comply with the KY EEO Act. Further, Vendors/Contractors are responsible for compiling EEO documentation from their subcontractors/subvendors and submitting the documentation to the Finance and Administration Cabinet, Office of EEO and Contract Compliance. (Note: contracts below the second tier are exempt from EEO reporting.)
5. Failure to complete, sign and submit all required documents will delay the award process as incomplete submissions will not be processed. Further, alternate versions of the required documents will not be accepted or processed.
6. Pursuant to KRS 45.610 (2), the Finance and Administration Cabinet, Office of EEO and Contract Compliance reserves the right to request additional information and/or documentation and to conduct on-site monitoring reviews of project sites and/or business facilities at any point for the duration of any contract which exceeds \$500,000 to ascertain compliance with the Act and such rules, regulations and orders issued pursuant thereto.
7. All questions regarding EEO forms or contract compliance issues must be directed to the Finance and Administration Cabinet, Office of EEO and Contract Compliance via e-mail: [Finance.ContractCompliance@ky.gov](mailto:Finance.ContractCompliance@ky.gov) or via telephone: (502) 564-2874.

## **2.24—Prevailing Wage**

If the federal government or any of its agencies furnishes by loans or grants any part of the funds used in constructing public works, and if the federal government or its agencies prescribe predetermined prevailing minimum wages to be paid to mechanics, workmen and laborers employed in the construction of the public works, and if KRS 337.505 to 337.550 is also applicable, those wages in each classification which are higher shall prevail.

## **2.25—Kentucky Sales and Use Taxes**

Sales of tangible personal property or services to the State of Kentucky and its agencies are not subject to state sales or use taxes.

## **2.26—Extension Period**

This contract may be extended at the termination of all contract renewal periods for additional time not to exceed **90 days**. This extension must be accompanied by the written approval of the vendor and the Division of Purchases

## **2.27—Extending Master Agreement To Other Agencies**

The Division of Purchases reserves the right, with the consent of the vendor, to offer this master agreement to other state agencies or political subdivisions who may have need for the product (s).